


|   |                                    |  |  |                       |
|---|------------------------------------|--|--|-----------------------|
| <b>REQUEST FOR QUOTATION</b><br>(This is NOT an Order)  |                                    | This RFQ <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a small business set-aside   |  | Page 1 Of 40          |
| <b>1. Request No.</b><br>W56HZV-04-Q-0633   | <b>2. Date Issued</b><br>2004FEB23 | <b>3. Requisition/Purchase Request No.</b><br>See Schedule   | <b>4. Cert For Nat Def. Under BDSA</b><br>Reg. 2 and/or DMS Reg. 1  | <b>Rating</b><br>DOA4 |
| <b>5A. Issued By</b><br>TACOM WARREN BLDG 231<br>AMSTA-AQ-AHPB<br>WARREN, MICHIGAN 48397-5000<br>W56HZV                                     |                                    |  | <b>6. Deliver by (Date)</b><br>See Schedule  |                       |
| <b>5B. For Information Call: (Name and telephone no.) (No collect calls)</b><br>JOSEPH CLOFT (586) 573-2652<br>EMAIL: CLOFTJ@TACOM.ARMY.MIL |                                    |  | <b>7. Delivery</b><br><input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other   |                       |
| <b>8. To: Name and Address, Including Zip Code</b>  |                                    |  | <b>9. Destination (Consignee and address, including Zip Code)</b><br><br>See Schedule  |                       |
| <b>10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date)</b><br>2004MAR26                   |                                    | <b>IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.</b> |  |                       |

| 11. Schedule (Include applicable Federal, State, and local taxes) |                          |                 |             |                   |               |
|---|--------------------------|-----------------|-------------|-------------------|---------------|
| Item Number<br>(a)  | Supplies/Services<br>(b) | Quantity<br>(c) | Unit<br>(d) | Unit Price<br>(e) | Amount<br>(f) |
|   | (See Schedule)           |                 |             |                   |               |

|  |                            |                            |                            |                         |                   |
|--|----------------------------|----------------------------|----------------------------|-------------------------|-------------------|
| <b>12. Discount For Prompt Payment</b> | <b>a. 10 Calendar Days</b> | <b>b. 20 Calendar Days</b> | <b>c. 30 Calendar Days</b> | <b>d. Calendar Days</b> |                   |
|  | %                          | %                          | %                          | <b>Number</b>           | <b>Percentage</b> |

**NOTE: Additional provisions and representations ☐ are ☐ are not attached.**

|  |   |  |                              |
|--|---|--|------------------------------|
| <b>13. Name and Address of Quoter (Street, City, County, State and Zip Code)</b> | <b>14. Signature of Person Authorized to Sign Quotation</b> |  | <b>15. Date of Quotation</b> |
|  | <b>16. Signer</b>   |  |                              |
|  | <b>a. Name (Type or Print)</b>                              |  | <b>b. Telephone</b>          |
|  | <b>c. Title (Type or Print)</b>                             |  | <b>Area Code</b>             |
|  |   |  | <b>Number</b>                |

|                           |  |                            |
|---------------------------|--|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-Q-0633 <b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 40 |
|---------------------------|--|----------------------------|

**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

|  | <u>Regulatory Cite</u> | <u>Title</u>                        | <u>Date</u> |
|--|------------------------|-------------------------------------|-------------|
| 1  | 52.204-4016<br>(TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | JUL/2003    |
| <p>(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/userguide.htm">http://contracting.tacom.army.mil/userguide.htm</a> and <a href="http://contracting.tacom.army.mil/ebidnotice.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.</p> <p>(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.</p> <p>(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.</p> <p>(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.</p> <p>(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a></p> <p>(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a></p> |                        |                                     |             |

[End of Clause]

|  |                        |  |          |
|--|------------------------|--|----------|
| 2  | 52.215-4854<br>(TACOM) | PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST | JUL/2002 |
| <p>TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.</p> |                        |  |          |

[End of Clause]

**Name of Offeror or Contractor:**

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
|         | SUPPLIES OR SERVICES AND PRICES/COSTS  |          |      |            |          |
| 0001    | NSN: 5998-01-408-1030<br>FSCM: 19207<br>PART NR: 12438835<br>SECURITY CLASS: Unclassified  |          |      |            |          |
| 0001AA  | <u>PRODUCTION QUANTITY</u><br><br>CLIN CONTRACT TYPE:<br>Firm-Fixed-Price<br>NOUN: ELECTRONIC COMPONEN<br>PRON: EH492585EH      PRON AMD: 01<br>AMS CD: 070011<br><br><u>Description/Specs./Work Statement</u><br>TOP DRAWING NR: TDP 12438835<br>DATE: 30-DEC-2003<br><br><u>Packaging and Marking</u><br>PACKAGING/PACKING/SPECIFICATIONS:<br>SEE PACKAGING CLAUSE<br>LEVEL PRESERVATION: Military<br>LEVEL PACKING: B<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br><u>Deliveries or Performance</u><br>DOC                      SUPPL<br><u>REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD</u><br>001 W56HZV33302314 W31G1Z    J                      3<br><u>DEL REL CD            QUANTITY            DAYS AFTER AWARD</u><br>001                      12                      0420<br><br>FOB POINT: Destination<br><br>SHIP TO: <u>FREIGHT ADDRESS</u><br>(W31G1Z)    XR W0L7 ANNISTON MUNITIONS CENTER<br>TRANS OFFICER 256 235 6837 CL V<br>7 FRANKFORD AVE BLDG 380<br>ANNISTON                      AL 36201-4199<br><br>DOC                      SUPPL<br><u>REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD</u><br>002 W56HZV33302315 W25G1U    J                      3<br><u>DEL REL CD            QUANTITY            DAYS AFTER AWARD</u><br>001                      30                      0420<br><br>FOB POINT: Destination | 42       | EA   | \$ _____   | \$ _____ |

|                    |   |              |
|--------------------|---|--------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-Q-0633 MOD/AMD | Page 4 of 40 |
|--------------------|---|--------------|

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|---|----------|------|--------------|--------------|
| 0001AB  | <p>SHIP TO: <u>FREIGHT ADDRESS</u><br/>(W25G1U) XU TRANSPORTATION OFFICER<br/>DDSP NEW CUMBERLAND FACILITY<br/>BUILDING MISSION DOOR 113 134<br/>NEW CUMBERLAND PA 17070-5001</p> <p><u>DATA ITEM: 1ST ARTICLE TEST &amp; REPORT</u></p> <p>NOUN: 1ST ARTICLE TEST &amp; REPORT</p> <p>The <u>1 EA</u> listed on this schedule page means <u>1 EACH</u>. The 1 EACH refers to 1 test report covering the First Article Test. NSP = Not Separately Priced</p> <p>(End of narrative B001)</p> <p>If your company proposes a delivery schedule longer or less than the schedule reflected in Schedule B of the solicitation, the option period will be 30 days less than this new proposed schedule.</p> <p>(End of narrative B002)</p> <p><u>Description/Specs./Work Statement</u><br/>PROCUREMENT DOCUMENTATION TITLE:<br/>QS 12360905</p> <p>FIRST ARTICLE TEST REPORT, PURSUANT TO THE REQUIREMENTS OF THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING".<br/>(SEE CLAUSE 52.209-3.)</p> <p>THE PRICE FOR FIRST ARTICLE TESTING IN THE TOTAL AMOUNT OF \$_____ IS INCLUDED IN THE TOTAL AMOUNT FOR PRODUCTION CLIN 0001AA.</p> <p>THE REASON WE ARE ASKING OFFERORS TO FILL IN THE DOLLAR AMOUNT IN THE PRECEDING PARAGRAPH IS SO THAT WE WILL KNOW HOW MUCH TO SUBTRACT FROM THE PRODUCTION CLIN IF WE WAIVE FIRST ARTICLE TEST.</p> <p>(End of narrative C001)</p> | 1        | EA   | \$ ** NSP ** | \$ ** NSP ** |

[illegible]

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | <p><u>Description/Specs./Work Statement</u><br/>TOP DRAWING NR: TDP 12438835<br/>DATE: 30-DEC-2003</p> <p><u>Packaging and Marking</u><br/>PACKAGING/PACKING/SPECIFICATIONS:<br/>SEE PACKAGING CLAUSE<br/>LEVEL PRESERVATION: Military<br/>LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: OriginACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u><br/>001<br/><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u><br/>001 42 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>(SHIP-TO) WILL BE FURNISHED PRIOR<br/>TO THE SCHEDULED DELIVERY DATE FOR<br/>ITEMS REQUIRED UNDER THIS<br/>REQUISITION.</p> |          |      |            |        |

| CONTINUATION SHEET             | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-Q-0633 MOD/AMD | Page 7 of 40 |
|--------------------------------|---|--------------|
| Name of Offeror or Contractor: |   |              |

CONTRACT CLAUSES

SCOPE OF WORK FOR THE FIRST ARTICLE TEST

In addition to inspection requirements specified in applicable drawings and/or specifications, the following provisions shall apply to this contract:

1. FIRST ARTICLE APPROVAL - CONTRACTOR TESTING: First Article Approval - Contractor Testing shall be performed in accordance with PART 4 OF QS 12438835 in the Technical Data Package (TDP).
2. For the purpose of clarification of this document, the terminology "First Article" shall replace "Initial Production Inspection" in all applicable specifications and/or drawings referenced herein.
3. The First Article Test Report (FATR) shall be compiled by the contractor to the contractor's own format. The FATR shall document the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The FATR shall include actual inspections and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and Quality Assurance Provision (QAP) requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The FATR shall contain sufficient narrative content, technical data, illustrations or photographic evidence, and an objective determination by the contractor to allow the designated Government representative to determine that the First Article Test was successfully completed.

\*\*\* END OF NARRATIVE I 001 \*\*\*

|    |              |   |          |
|----|--------------|---|----------|
| 3  | 52.211-5     | MATERIAL REQUIREMENTS   | AUG/2000 |
| 4  | 52.217-5     | EVALUATION OF OPTIONS   | JUL/1990 |
| 5  | 52.219-6     | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE  | JUN/2003 |
| 6  | 52.222-19    | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES  | JAN/2004 |
| 7  | 52.222-21    | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999 |
| 8  | 52.225-13    | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES   | JAN/2004 |
| 9  | 52.232-33    | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION                           | OCT/2003 |
| 10 | 52.246-2     | INSPECTION OF SUPPLIES--FIXED PRICE   | AUG/1996 |
| 11 | 252.211-7005 | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                              | FEB/2003 |
| 12 | 252.225-7001 | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM  | APR/2003 |
| 13 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I dated Dec 2000)             | DEC/2000 |
| 14 | 252.227-7013 | RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS  | NOV/1995 |
| 15 | 252.227-7016 | RIGHTS IN BID OR PROPOSAL INFORMATION   | JUN/1995 |
| 16 | 252.227-7017 | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS                        | JUN/1995 |
| 17 | 252.227-7028 | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT                      | JUN/1995 |
| 18 | 252.227-7030 | TECHNICAL DATA--WITHHOLDING OF PAYMENT  | MAR/2000 |
| 19 | 252.227-7036 | DECLARATION OF TECHNICAL DATA CONFORMITY  | JAN/1997 |
| 20 | 252.227-7037 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA  | SEP/1999 |
| 21 | 52.209-3     | FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)) | SEP/1989 |

(a) The Contractor shall test TWO unit(s) of Contract Line Item 0001AA as specified in this contract. At least TWENTY calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 270 calendar days from the date of this contract to:

|                                       |  |                            |
|---------------------------------------|--|----------------------------|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-Q-0633 <b>MOD/AMD</b> | <b>Page</b> 8 <b>of</b> 40 |
| <b>Name of Offeror or Contractor:</b> |  |                            |

the ACO

marked FIRST ARTICLE TEST REPORT: Contract No. \_\_\_\_\_; Contract Line Item Number \_\_\_\_\_.

Within THIRTY calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

TACOM ADDENDUM: For purposes of this contract, interpret Paragraph (g) above to mean that the PCO hereby authorizes you to purchase all material and components necessary to produce the production quantity.

[End of Addendum]

22      52.219-1      SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I dated APR 2002)      APR/2002

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 336211.

(2) The small business size standard is 1000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not, a small business concern.



|                                       |  |                            |
|---------------------------------------|--|----------------------------|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-Q-0633 <b>MOD/AMD</b> | <b>Page</b> 9 <b>of</b> 40 |
| <b>Name of Offeror or Contractor:</b> |  |                            |

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a woman-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It [ ] is, [ ] is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: \_\_\_\_\_

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- [ ] Black American.
- [ ] Hispanic American.
- [ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [ ] Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

|                                  |  |                             |
|----------------------------------|--|-----------------------------|
| <p><b>CONTINUATION SHEET</b></p> | <p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W56HZV-04-Q-0633      <b>MOD/AMD</b></p> | <p><b>Page 10 of 40</b></p> |
|----------------------------------|--|-----------------------------|

**Name of Offeror or Contractor:**

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

23

252.211-7003

ITEM IDENTIFICATION AND VALUATION

JAN/2004

[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraph (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(ii), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid>.]

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

"Concatenated unique item identifier" means-- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-Q-0633 <b>MOD/AMD</b> | <b>Page 11 of 40</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid> .

"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number. (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number. Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

"Government's unit acquisition cost" means-- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

"Issuing agency code" means a code that designates the registration (or controlling) authority.

"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Serial number within the enterprise identifier or unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number or serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/uid\\_](http://www.acq.osd.mil/uid_).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All items for which the Government's unit acquisition cost is \$5,000 or more; and

|                                  |  |                             |
|----------------------------------|--|-----------------------------|
| <p><b>CONTINUATION SHEET</b></p> | <p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W56HZV-04-Q-0633      <b>MOD/AMD</b></p> | <p><b>Page 12 of 40</b></p> |
|----------------------------------|--|-----------------------------|

**Name of Offeror or Contractor:**

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number: 0001AA and 0002AA

Item Description: ELECTRONIC COMPONENT

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number TO BE DETERMINED or Contract Data Requirements List Item Number \_\_\_\_\_.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology-- EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid> ; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.\*

(2) Unique identifier\*\*, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if DoD unique item identifier is used).\*\*

(5) Enterprise identifier (if DoD unique item identifier is used).\*\*

| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-Q-0633 MOD/AMD | Page 13 of 40 |
|--------------------|---|---------------|
|--------------------|---|---------------|

**Name of Offeror or Contractor:**

- (6) Original part number.\*\*
- (7) Serial number.\*\*
- (8) Quantity shipped.\*
- (9) Unit of measure.\*
- (10) Government's unit acquisition cost.\*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractor's CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.\*
- (16) Acceptance code.

\* Once per contract line, subline, or exhibit line item.

\*\* Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of--

- (i) Concatenated DoD unique item identifier; or
- (ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if DoD unique item identifier is used).\*\*

(5) Enterprise identifier (if DoD unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Serial number.\*\*

(8) Unit of measure.

(9) Description.

\*\* Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil.uid>

\_\_\_\_(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

[End of Clause]

| CONTINUATION SHEET             | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-Q-0633 MOD/AMD | Page 14 of 40 |
|--------------------------------|---|---------------|
| Name of Offeror or Contractor: |   |               |

(a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.

(b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: <http://contracting.tacom.army.mil/opportunity.htm>

(c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.

(d) We hereby specify that the required F.O.B. point for this acquisition is DESTINATION.

(e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

|    |             |  |          |
|----|-------------|--|----------|
| 25 | 52.209-4000 | NOTICE REGARDING FIRST ARTICLE TEST SAMPLE | MAR/2000 |
|    | (TACOM)     |  |          |

(a) The approved first article items, as described elsewhere in this contract, consist of a quantity of ONE that will be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. A quantity of ONE that successfully passes all specified tests, less the destructive tests, if any, SHALL serve as a manufacturing standard for the remainder of the contract.

(b) A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design. 2) as an aid in identifying any process changes, or 3) as the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

(c) The manufacturing standard will only be used to supplement contractual acceptance/rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the contractor will notify the contracting officer for disposition. Manufacturing items that serve as a manufacturing standard may be delivered as part of the contractual quantity with the last shipment made under this contract provided it meets all contractual requirements existing at time of delivery.

[End of Clause]

|    |             |   |          |
|----|-------------|---|----------|
| 26 | 52.209-4005 | CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE | APR/1987 |
|    | (TACOM)     | APPROVAL  |          |

(a) All offerors are required to insert an amount for 0001AA which includes the full price for First Article testing.

(b) In addition, those offerors intending to request a waiver of the First Article Approval requirement, as described elsewhere in this order, shall insert the total price for First Article Testing under Item 0001AB (see the supplies schedule of this solicitation). If the successful offeror requests and is granted a waiver, the dollar amount entered for item 0001AB will be deducted from the total amount cited for 0001AA. The remaining dollar amount will constitute the price at which award will be made.

(c) See the provision entitled EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT for information on the procedures to be used by the Government in evaluating competing offers when not every offeror requests a waiver of First Article Testing.

[End of Provision]

|    |             |   |          |
|----|-------------|---|----------|
| 27 | 52.209-4006 | EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT | APR/1987 |
|    | (TACOM)     |   |          |

(a) If the offeror submits a request for waiver of First Article Testing but fails to comply with the requirements of the

|  |  |   |
|--|--|---|
| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-Q-0633      MOD/AMD</p> | <p style="text-align: center;"><b>Page 15 of 40</b></p> |
|--|--|---|

**Name of Offeror or Contractor:**

provision entitled PROVISION FOR WAIVER, the requested waiver may not be granted. If the waiver is not granted, more favorable alternative offers of price or delivery, conditioned upon the granting of a waiver, will not be considered in the evaluation process

- (b) DELIVERY EVALUATION FACTORS
- (1) As specified elsewhere in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL, and will require an accelerated delivery schedule if the successful offeror is granted such a waiver. However, in no case will a delivery schedule predicated upon waiver of the First Article Test requirement be considered as an evaluation factor for award, even if such a schedule would be more advantageous to the Government.
- (2) If an offeror requests waiver of First Article Testing but takes exception to the accelerated delivery schedule set forth elsewhere herein, such offeror shall not be considered eligible for the requested waiver. In consequence, any award to that offeror shall be based upon the delivery schedule indicated in the clause entitled REQUIRED DELIVERY SCHEDULE, including all First Article Requirements.
- (c) PRICE EVALUATION FACTORS. As specified elsewhere in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL, and requests the price of the proposed First Article Test (at the schedule of supplies, Item 0001AB) from offerors who elect to seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Test requirements, the price for such testing, as identified by the offeror in the supplies schedule, Item 0001AB, shall be deducted from the total price otherwise cited for the materiel herein solicited. The offer will then be evaluated for award at the resulting alternate price.
- (1) If the offeror requests a waiver of First Article Test requirements, but fails to separately identify the cost of First Article Testing in the schedule of supplies, Item 0001AB of this solicitation, the Government reserves the right to evaluate the offer based upon the price for 0001AA, and to require that offeror perform on the contract at such price whether or not the First Article Requirement is waived, at no additional cost to the Government.
- (2) If the offeror requests but is not granted a waiver of First Article Testing, evaluation for award will be based upon the full amount entered for 0001AA: the amount entered for item 0001AB will not be deducted by the Government.

[End of Provision]

|    |             |  |          |
|----|-------------|--|----------|
| 28 | 52.211-4015 | CONFIGURATION CONTROL--ENGINEERING CHANGES | JUL/2002 |
|    | (TACOM)     |  |          |

- (a) DEFINITIONS:
- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
- (3) Value Engineering Change Proposal (VECP). A proposal that --
- (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
- (A) In deliverable end item quantities only;
- (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
- (C) To the contract type only.
- (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.

|                                       |  |                      |
|---------------------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-Q-0633 <b>MOD/AMD</b> | <b>Page 16 of 40</b> |
| <b>Name of Offeror or Contractor:</b> |  |                      |

(c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.

- (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is KV.
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
  - (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
  - (ii) Files in Adobe PDF (Portable Document Format).
  - (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
  - (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

- (d) Submittal Procedures for ECPs/VECPs/RFDs.
  - (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
  - (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

- (e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer (McClellL@tacom.army.mil) and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

- (f) Approval of ECPs, VECPs and RFDs.
  - (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
  - (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
  - (3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

- (g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

- (h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

- (i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.



| CONTINUATION SHEET             | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-Q-0633 MOD/AMD | Page 17 of 40 |
|--------------------------------|---|---------------|
| Name of Offeror or Contractor: |   |               |

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

|    |                        |  |          |
|----|------------------------|--|----------|
| 29 | 52.211-4053<br>(TACOM) | REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING<br>SUBSTANCES | MAR/2000 |
|----|------------------------|--|----------|

(a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: MIL-C-53072.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

|    |                        |   |          |
|----|------------------------|---|----------|
| 30 | 52.211-4516<br>(TACOM) | PACKAGING REQUIREMENTS (SELECTIVE GROUP PACKAGING REQUIREMENTS) | SEP/2003 |
|----|------------------------|---|----------|

(a) Military preservation, packing, and marking for this contract shall be accomplished in accordance with the specific requirements identified below and all the applicable requirements of MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 including Notice 1, Dated 10 May 2002.

(1) LEVEL OF PRESERVATION: Military

(2) LEVEL OF PACKING: B

(3) QUANTITY PER UNIT PACKAGE: 001

(b) MIL-STD-2073-1, Appendix J establishes and defines codes used in describing military packaging methods and materials. The following codes from Appendix J apply:

(1) Preservation Method Code: 32 (Table j.i. and j.ia.)

(2) Cleaning Procedure Code: 1 (Table j.ii)

(3) Preservative Material Code: 0 (Table j.iii)

(4) Wrapping Material Code: 00 (Table j.iv)

(5) Cushioning and Dunnage Code: 0 (Table j.v)

(6) Thickness of Cushioning or Dunnage Code: 0 (Table j.vi)

(7) Unit Container Code: ED (Table j.vii)

(8) Intermediate Container Code: 00 (Table j.vii)

(9) Quantity per Intermediate Container Code: AAA (Appendix J.4.11)

|   |  |   |
|---|--|---|
| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-04-Q-0633      <b>MOD/AMD</b></p> | <p align="right"><b>Page 18 of 40</b></p> |
|---|--|---|

**Name of Offeror or Contractor:**

(10) Packing Code: A (Table j.IX and J.IXa)

(11) Special Marking Code: 00 (Table j.x)

(c) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage

(d) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Dated 15 Dec. 2002, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

(2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). . Packing lists are required in accordance with the Standard, see paragraph 5.3

(3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

(4) Military Shipping Label: Military Shipment Labels(MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm MSL at <http://www.easysoftcorp.com/products/Software/MSL.html>. Insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

(e) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(f) These packaging requirements are intended to provide protection against environmentally induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment associated with the military distribution system. The Government encourages contractors to submit requests for changes that will result in savings or improve the packaging. Please submit request for changes in accordance with the RFD clause of the contract. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing at contractors expense.

(g) Hazardous Materials(as applicable):

(1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

| CONTINUATION SHEET             | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-Q-0633 MOD/AMD | Page 19 of 40 |
|--------------------------------|---|---------------|
| Name of Offeror or Contractor: |   |               |

International Air Transport Association (IATA) Dangerous Goods Regulations  
International Maritime Dangerous Goods Code (IMDG)  
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49  
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO  
. P4030.19/DLAM 4145.3 (for military air shipments)

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(h) SUPPLEMENTAL INSTRUCTIONS: CAP CONNECTORS, USE INNER BOX EC, OUTER BOX ED

[End of Clause]

|    |                        |   |          |
|----|------------------------|---|----------|
| 31 | 52.217-4001<br>(TACOM) | SEPARATELY PRICED OPTION FOR INCREASED QUANTITY | APR/1997 |
|----|------------------------|---|----------|

(a) The Government hereby reserves the right to increase the quantity of the contract item up to an additional quantity of 42 units. The unit price for such option quantity shall be as set forth in CLIN 0002AA. This option may be exercised by the Government at any time, but in any event not later than 180 days after FAT APPROVAL IF FAT IS WAIVED 180 DAYS AFTER AWARD. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

|    |                        |                                      |          |
|----|------------------------|--------------------------------------|----------|
| 32 | 52.242-4008<br>(TACOM) | ROUTING OF SPECIAL PROCESS APPROVALS | AUG/1994 |
|----|------------------------|--------------------------------------|----------|

(a) Specification TT-C-490, which is part of the technical data package for this contract, may require you to get approval from us prior to production for one or more special processes involved in producing this item. You are required to get prior approval unless the specification says otherwise.

(b) You will prepare the written procedures as the specification requires. You will then route the procedure through the Administrative Contracting Officer (ACO) for review and comment. Once you get the procedure back from the ACO, you will then forward it to the Procuring Contracting Officer (PCO) at TACOM for final approval. The correct address for the PCO is on the face page of this contract.

(c) You will cite (i) the contract number and (ii) the governing specification or standard on all procedures you submit for approval.

[End of Clause]

|    |                        |                   |          |
|----|------------------------|-------------------|----------|
| 33 | 52.242-4022<br>(TACOM) | DELIVERY SCHEDULE | MAY/2000 |
|----|------------------------|-------------------|----------|

(a) The following delivery schedule applies to this procurement:

(1) See the Government's proposed schedule in Section B. Start deliveries 420 days after the date of award, or, 180 days after award if First Article Test is waived. Continue delivering every thirty (30) days, if necessary, until all items are delivered.

(2) You can accelerate delivery: AT NO ADDITIONAL COST TO THE GOVERNMENT

(3) Delivery is defined as follows:

|                                       |  |                      |
|---------------------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-Q-0633 <b>MOD/AMD</b> | <b>Page 20 of 40</b> |
| <b>Name of Offeror or Contractor:</b> |  |                      |

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES \_\_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

(2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_ UNITS EVERY 30 DAYS.

ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER THE TOTAL QUANTITY ON THIS ORDER IN ONE SHIPMENT.

[End of Clause]

|    |             |                     |          |
|----|-------------|---------------------|----------|
| 34 | 52.246-4053 | USE OF MIL-STD 1916 | JAN/2001 |
|    | (TACOM)     |                     |          |

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD- 1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for majors and VL II for minors. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

[End of Clause]

|    |          |                         |          |
|----|----------|-------------------------|----------|
| 35 | 52.204-3 | TAXPAYER IDENTIFICATION | OCT/1998 |
|----|----------|-------------------------|----------|

(a) Definitions.

(1) "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- \* TIN:\_\_\_\_\_.
- \* TIN has been applied for.
- \* TIN is not required because:
- \* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent

Name of Offeror or Contractor:

in the United States;

- \* Offeror is an agency or instrumentality of a foreign government;
- \* Offeror is an agency or instrumentality of a Federal Government;
- \* Other. State basis. \_\_\_\_\_

(e) Type of organization.

- \* Sole proprietorship;
- \* Partnership;
- \* Corporate entity (not tax-exempt):
- \* Corporate entity (tax-exempt):
- \* Government entity (Federal, State, or local);
- \* Foreign government;
- \* International organization per 26 CFR 1.6049-4;
- \* Other \_\_\_\_\_.

(f) Common Parent.

- \* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- \* Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

[End of Provision]

36            52.207-4            ECONOMIC PURCHASE QUANTITY -- SUPPLIES            AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATION

| ITEM  | QUANTITY | PRICE<br>QUOTATION | TOTAL |
|-------|----------|--------------------|-------|
| _____ | _____    | _____              | _____ |
| _____ | _____    | _____              | _____ |

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-Q-0633 <b>MOD/AMD</b> | <b>Page 22 of 40</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

[End of Provision]

37            52.222-22            PREVIOUS CONTRACTS AND COMPLIANCE REPORTS            FEB/1999

The offeror represents that--

- (1) It ☐ has  
☐ has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation;

- (2) It ☐ has  
☐ has not

filed all required compliance reports; and

(3) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

38            52.222-25            AFFIRMATIVE ACTION COMPLIANCE            APR/1984

The offeror represents that

- (1) It ☐ has developed and has on file  
☐ has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(2) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

39            52.247-48            F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)            JUL/1995

(a) If this contract is awarded on an f. o. b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.

(1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract.

(2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or

(3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.

(b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.

[End of Clause]

40            252.223-7001            HAZARD WARNING LABELS            DEC/1991

|  |  |   |
|--|--|---|
| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-Q-0633      MOD/AMD</p> | <p style="text-align: center;"><b>Page 23 of 40</b></p> |
|--|--|---|

**Name of Offeror or Contractor:**

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

| <u>MATERIAL (If None, Insert None.)</u> | <u>ACT</u> |
|---|------------|
| _____                                   | _____      |
| _____                                   | _____      |

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

41                      252.225-7000                      BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE                      APR/2003

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-04-Q-0633 <b>MOD/AMD</b> | <b>Page 24 of 40</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

| Line Item Number | Country of Origin |
|------------------|-------------------|
| _____            | _____             |
| _____            | _____             |

(3) The following end products are other foreign end products:

| Line Item Number | Country of Origin (If known) |
|------------------|------------------------------|
| _____            | _____                        |
| _____            | _____                        |

[End of Provision]

42            252.247-7023            TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002)            MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--



|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-Q-0633 <b>MOD/AMD</b> | <b>Page 25 of 40</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

|   |  |  |
|---|--|--|
| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-04-Q-0633      <b>MOD/AMD</b></p> | <p align="center"><b>Page 26 of 40</b></p> |
|---|--|--|

**Name of Offeror or Contractor:**

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

|    |             |   |          |
|----|-------------|---|----------|
| 44 | 52.204-4007 | OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE | MAY/2000 |
|    | (TACOM)     |   |          |

(a) If you have a company data fax number, please provide it on the following line:\_\_\_\_\_

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address on the following line:\_\_\_\_\_

(c) Provide your CAGE (Contractor And Government Entity) code here: \_\_\_\_\_

[End of Provision]

|    |             |  |          |
|----|-------------|--|----------|
| 45 | 52.204-4009 | MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION | JUN/1999 |
|    | (TACOM)     |  |          |

|                                       |  |                      |
|---------------------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-Q-0633 <b>MOD/AMD</b> | <b>Page 27 of 40</b> |
| <b>Name of Offeror or Contractor:</b> |  |                      |

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

|    |                        |  |          |
|----|------------------------|--|----------|
| 46 | 52.209-4004<br>(TACOM) | DELEGATION OF AUTHORITY FOR FIRST ARTICLE APPROVAL | DEC/1996 |
|----|------------------------|--|----------|

The Administrative Contracting Officer (ACO) is delegated the authority to approve or disapprove the First Article Test Report submitted in accordance with the clause in this order entitled FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (FAR 52.209-3). A copy of the test report and the ACO's letter of approval or disapproval shall be furnished through the Procuring Contracting Officer (PCO) to: Commander, US Army Tank-automotive and Armaments Command, Attn: AMSTA-TR-E, Warren, MI 48397-5000.

[End of Clause]

|    |                        |   |          |
|----|------------------------|---|----------|
| 47 | 52.209-4007<br>(TACOM) | PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL | DEC/1996 |
|----|------------------------|---|----------|

(a) As the Government, we may waive the requirement entitled FIRST ARTICLE APPROVAL as provided in this solicitation, provided that offeror meets these following conditions:

(1) Offeror must submit a request for waiver as an integral part of his response to this solicitation. The request for waiver should be accompanied by documentation in support of the request, such as a copy of an ACO's letter approving a First Article Test Report on a recent contract for the item, or a copy of a First Article Test Report for the same or a similar item as that herein solicited, which item has been tested and approved under the same or substantially similar specifications as those herein referenced. If a copy of a First Article Test Report is submitted in support of a request for waiver under this solicitation, the Test Report must have been approved and signed by an authorized representative of the Government.

(2) Offeror must indicate in the spaces below the contract numbers under which the same or similar items as those herein solicited have been provided to and accepted by the Government.

|  |  |
|--|--|
|  |  |
|  |  |

(b) Note that if we grant a waiver to the successful offeror, an accelerated delivery schedule will apply.

[End of Provision]

|    |                        |                                |          |
|----|------------------------|--------------------------------|----------|
| 48 | 52.209-4012<br>(TACOM) | NOTICE REGARDING FIRST ARTICLE | APR/2000 |
|----|------------------------|--------------------------------|----------|

|                    |   |               |
|--------------------|---|---------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-Q-0633 MOD/AMD | Page 28 of 40 |
|--------------------|---|---------------|

**Name of Offeror or Contractor:**

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

|    |             |                     |          |
|----|-------------|---------------------|----------|
| 49 | 52.211-4008 | DRAWING LIMITATIONS | NOV/2002 |
|    | (TACOM)     |                     |          |

(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

- (1) depict the completed (item(s), and
- (2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

|    |             |  |          |
|----|-------------|--|----------|
| 50 | 52.211-4016 | CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND | AUG/2003 |
|    |             | ALUMINUM SURFACES  |          |

(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1 microcrystalline zinc phosphate system per TT-C-490E. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490E. Corrosion resistance tests will be conducted on a monthly basis (two test coupons) after the process has been found to be in compliance with the (pretreatment chemicals) manufacturers instructions. Process control tests for this or alternative systems must ensure that the process remains in control and must be documented per ISO 9000 series and approved by TACOM. Testing (corrosion resistance and adhesion) must be performed on the same substrate and the same thickness of primer minus topcoat used in production. Unless otherwise specified, MIL-P-53022 and -53030 primers shall be salt spray tested for 336 hours (ASTM B117). All electrocoat primers shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. Any TT-C-490E (Type I) inorganic crystalline pretreatment is limited to a maximum build equivalent of 500 mg per square foot to minimize chipping of the CARC system. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented per ISO 9000 series and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490E shall be submitted to the procuring activity no less than 45 days prior to start of work. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. The performance of zinc phosphate or any proposed alternate pretreatment system must be demonstrated and approved by the procuring activity. Prior to production, a Letter of Approval shall be provided by the Contracting Officer.

| CONTINUATION SHEET | Reference No. of Document Being Continued<br><br>PIIN/SIIN W56HZV-04-Q-0633<br>MOD/AMD | Page 29 of 40 |
|--------------------|--|---------------|
|--------------------|--|---------------|

**Name of Offeror or Contractor:**

Regualification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system acceptance (Letter of Approval) provided to the application facility.

Note: Zinc phosphate systems for galvanized surfaces require separate qualification. Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the coating system to pass these performance tests. Due to the wide variation in zinc thickness with the hot dip galvanizing process, the dry film thickness of the primer will be verified with a Tooke gage or equivalent for the purpose of production and process control. Primer test coupons shall represent both the minimum and maximum nominal dry film thickness. The test coupons must duplicate the production painting process as closely as possible.

(b) Qualification of pretreatment systems for zinc galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P, Method B, rather than salt spray. Test coupons with pretreatment and primer only shall be cured for seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe between 24 and 168 hours after removal from the cyclic salt spray chamber for coupon evaluation. There shall be no more than 3 mm of red rust creep, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at two month intervals (two test coupons) to ensure that the process remains in control.

(c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below), after appropriate cleaning per TT-C-490E. If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P, as a scribed Q-panel when coated with the production primer. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 lines x 4 lines scribed to the metallic layer at 2mm intervals (approximate) and shall be done no closer than 12 mm from any panel edge or the scribe. Multiple head cutters may be used. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable. All process steps shall be documented IAW ISO 9000 series standards and approved by the procuring activity.

Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700.

(d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level. The Army is committed to minimizing the use of HAPs and hazardous materials.

[End of Clause]

|    |             |  |          |
|----|-------------|--|----------|
| 51 | 52.211-4030 | SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS | MAR/2001 |
|    | (TACOM)     | (CARC) ON METALLIC SURFACES  |          |

(a) Application: MIL-C-46168  
MIL-C-53039  
MIL-PRF-22750

(b) End-Item Paint Inspection: After the complete paint finish has been applied and cured\* (See \*Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in the Film Thickness Table below. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

(c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant

|                    |   |               |
|--------------------|---|---------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-Q-0633 MOD/AMD | Page 30 of 40 |
|--------------------|---|---------------|

Name of Offeror or Contractor:

Government quality assurance representative before the test is conducted.

(d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in the Film Thickness Table below.

\*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 days.

(e) Test Methods:

(1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

(2) Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(i) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

(ii) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(iii) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(iv) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

(f) Interpretation of Test Results

NOTE: These two tests are not a substitute for corrosion tests such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

FILM THICKNESS TABLE

| SPECIFICATION | DRY FILM THICKNESS (Mils) |
|---------------|---------------------------|
| DOD-P-15328*  | 0.3 - 0.5                 |
| MIL-PRF-23377 | 1.0 - 1.5                 |
| MIL-P-53022   | 1.0 - 1.5                 |
| MIL-PRF-22750 | 1.3 - 1.7                 |
| MIL-P-53030   | 1.0 - 1.5                 |
| MIL-C-46168   | 1.8 - 3.2                 |
| MIL-C-53039   | 1.8 - 3.2                 |

\*May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-Q-0633 <b>MOD/AMD</b> | <b>Page 31 of 40</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

Notice: The scribe tape test is designed to detect any deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (i) Inadequate cleaning of the substrate.
- (ii) Contamination of the surface between coatings.
- (iii) Excessive paint film thickness in a single coating application.
- (iv) Application of a coating over a previous coating which has not been adequately cured.

It is strongly recommended that the Contractor implement rigid in-process controls in conjunction with the best industrial painting practices to ensure that the performance requirements specified in this clause are met.

[End of Clause]

52      52.211-4036      FORMAT OF THE TECHNICAL DATA PACKAGE      APR/2000  
(TACOM)

(a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.

(b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM  
AMSTA-CM-CDD (TDP Requests)  
Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Gerri Mackey and Diane Woods at (586) 574-7061, and Gloria McCullough at (586) 574-7064.

[End of Provision]

53      52.211-4047      NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL      APR/2000  
(TACOM)      (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

|                                       |  |                             |
|---------------------------------------|--|-----------------------------|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-04-Q-0633 <b>MOD/AMD</b> | <b>Page</b> 32 <b>of</b> 40 |
| <b>Name of Offeror or Contractor:</b> |  |                             |

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(2) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.

(3) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

|    |                        |   |          |
|----|------------------------|---|----------|
| 54 | 52.211-4052<br>(TACOM) | SOURCE NOTES ON DRAWINGS: CONFORMANCE TO MILITARY TECHNICAL DATA REQUIREMENTS | JAN/1984 |
|----|------------------------|---|----------|

Notwithstanding the fact that ordnance drawings furnished with this solicitation may list particular manufacturer part numbers as approved sources, or as being the same as, or equivalent to, the ordnance part described on the drawing, the item to be supplied under this solicitation must conform to all specific technical requirements expressed on such drawing(s). To the extent that there may be any inconsistency between a manufacturer's part number and specific technical requirements expressed on an ordnance drawing which references the manufacturer's part number, the specific technical requirements shall control and take precedence. Offerors shall bear the responsibility of verifying that the approved part as supplied will conform with all such specific technical requirements.

[End of Provision]

|    |                        |   |          |
|----|------------------------|---|----------|
| 55 | 52.211-4054<br>(TACOM) | PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES | FEB/1994 |
|----|------------------------|---|----------|

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

[End of Provision]

|    |                        |   |          |
|----|------------------------|---|----------|
| 56 | 52.213-4007<br>(TACOM) | QUOTER REPRESENTATIONS (REQUEST FOR QUOTATIONS) | FEB/1998 |
|----|------------------------|---|----------|

(a) As part of this quotation, we represent as the quoter that we--

- [ ] Do
- [ ] Do Not

anticipate that any supplies will be transported by sea in the performance of any purchase order resulting from this quotation.

(b) The term supplies is defined in the Transportation of Supplies by Sea clause, in DFARS 252.247-7023 to include all materials and components that, when purchased and transported by sea, are intended for use in items to be sold to the Government under this purchase order.

[End of Clause]

|    |             |  |          |
|----|-------------|--|----------|
| 57 | 52.213-4859 | ELECTRONIC QUOTATIONS REQUIRED IN RESPONSE TO THIS REQUEST FOR | DEC/2002 |
|----|-------------|--|----------|



|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-Q-0633 <b>MOD/AMD</b> | <b>Page 33 of 40</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

(TACOM)

QUOTATIONS (TACOM)

(a) You must submit your quotation via paperless electronic media (See paragraph (b) below.). Quotations submitted in paper form are unacceptable. Unless paper copies are specifically requested elsewhere in this solicitation, you must submit your electronic quotation, and any supplemental information (such as spreadsheets, backup data, technical information), using any of the following electronic formats:

(1) Files readable using these Office XP or Microsoft\* 2000 Office Products (TACOM can currently read Office 2000\* and lower.): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active inks to live Internet sites or pages. All linked information must be contained within your electronic quotation and be accessible offline.

(4) Other electronic formats. Before preparing your quotation in any other electronic format, please e-mail the buyer identified in Block 5(b) of the SF 18 cover sheet, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the due date for quotations. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in non-consideration of your quotation. All alternate methods must be at no cost to the Government.

Note: The above formats may be submitted in compressed form using self-extracting files. Executable files other than self-extracting compressed files are unacceptable.

(b) Acceptable media: 100 or 250 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, E-mail, or datafax. You must identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimile" as defined at FAR 52.215-5.

(1) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Quoter shall label any and all submitted disks with the solicitation number and due date for quotations, and the quoter's name and address and contact phone number. In the event of multiple submitted quotations, place each quotation/submission on its own disk(s) (one quotation can comprise multiple disks). You must also submit only one quotation per envelope. Submit only one (1) of each disk (no additional copies required).

(2) E-mail. If you choose to use e-mail, ADDRESS YOUR QUOTATION TO THE BUYER identified in Block 5(b) of the SF18 cover sheet. THE SUBJECT LINE OF THE E-MAIL MUST READ "QUOTATION --[Request for Quotation number], [name of Company/offeror], DUE [due date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each quotation, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. Paper faxes are not acceptable. Transmit only one quotation for each datafax transaction. Clearly identify the quotation as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: the buyer's e-mail address found on the front page of the solicitation. Quoters may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax quotations is three and one-half megabytes (3.5MB), the same limitation as that for e-mail quotations. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each quotation. For instance, do not submit a quotation via 100 or 250 megabyte Zip\*-disk AND e-mail.

(c) Security Note: If you choose to password-protect access to your quotation, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(d) Electronic quotations should include, as a minimum:

(1) The SF18 cover sheet filled out, or equivalent information.

(2) All applicable fill-in provisions, filled in. You may find Word versions of these provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your quote. See the solicitation for which provisions are required.

| CONTINUATION SHEET             | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-Q-0633 MOD/AMD | Page 34 of 40 |
|--------------------------------|---|---------------|
| Name of Offeror or Contractor: |   |               |

(3) A statement of agreement to all the terms, conditions, and provisions of this Request for Quotations.

(4) Any other information required by the Request for Quotations.

(e) Quoters shall make every effort to ensure that their quotation is virus-free.

\*Registered trademark

[End of provision]

|    |                        |             |          |
|----|------------------------|-------------|----------|
| 58 | 52.214-4003<br>(TACOM) | ALL OR NONE | JUN/1985 |
|----|------------------------|-------------|----------|

Only one award will be made as a result of this solicitation. Offers must be submitted for the total quantity of all the items listed. Offers for less than the total quantities of all the items will not be considered.

[End of Clause]

|    |                        |  |          |
|----|------------------------|--|----------|
| 59 | 52.215-4404<br>(TACOM) | DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY | MAY/2002 |
|----|------------------------|--|----------|

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

|    |                        |   |          |
|----|------------------------|---|----------|
| 60 | 52.217-4003<br>(TACOM) | EVALUATION OF INCOMPLETE OPTION PRICING | MAY/2000 |
|----|------------------------|---|----------|

(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this solicitation) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, the Government will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

[End of Provision]

|    |                        |                                   |          |
|----|------------------------|-----------------------------------|----------|
| 61 | 52.217-4004<br>(TACOM) | DESTINATION FOR OPTION QUANTITIES | FEB/1994 |
|----|------------------------|-----------------------------------|----------|

To compute a price for any option quantity, assume you'll be shipping a proportional share of the option quantity to each destination scheduled to receive shipments of the same item under the basic contract. For example, if the basic contract involves one third of the quantity to go to destination X, and two thirds to destination Y, assume those same percentages will apply to any option quantities the Government will exercise.

[End of Provision]

| CONTINUATION SHEET             | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-Q-0633<br>MOD/AMD | Page 35 of 40 |
|--------------------------------|--|---------------|
| Name of Offeror or Contractor: |  |               |

62            52.223-4002            USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)            DEC/1993  
                  (TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- [ ] have
- [ ] have not

Name of Offeror or Contractor:

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

| <u>Spec/Standard</u> | <u>Required CIODS</u> | <u>Substitute Available?</u> |
|----------------------|-----------------------|------------------------------|
| <hr/>                | <hr/>                 | <hr/>                        |
| <hr/>                | <hr/>                 | <hr/>                        |

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- [ ] have  
[ ] have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

| <u>Spec/Standard</u> | <u>Required CIODS</u> | <u>Substitute Available?</u> |
|----------------------|-----------------------|------------------------------|
| <hr/>                | <hr/>                 | <hr/>                        |
| <hr/>                | <hr/>                 | <hr/>                        |

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

|    |                        |  |          |
|----|------------------------|--|----------|
| 63 | 52.246-4005<br>(TACOM) | INSPECTION AND ACCEPTANCE POINTS: ORIGIN | FEB/1995 |
|----|------------------------|--|----------|

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

Contractor's Plant: \_\_\_\_\_  
(Name and Address)

Subcontractor's Plant: \_\_\_\_\_  
(Name and Address)

[End of Clause]

|    |                        |   |          |
|----|------------------------|---|----------|
| 64 | 52.246-4017<br>(TACOM) | ALTERNATIVES TO LOT ACCPETANCE SAMPLING (INCLUDING STATISTICAL PROCESS CONTROL (SPC)) | FEB/2000 |
|----|------------------------|---|----------|

|                                       |  |                             |
|---------------------------------------|--|-----------------------------|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-04-Q-0633 <b>MOD/AMD</b> | <b>Page</b> 37 <b>of</b> 40 |
| <b>Name of Offeror or Contractor:</b> |  |                             |

- (a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirement cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.
- (b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such request shall include:
- (1) Identification of the specific inspections and tests to be reduced or eliminated.
  - (2) A description of your prevention based program. This should include such topics as training program and the performance of audits.
  - (3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.
  - (4) The results of a process performance study, and if available, the results of a process capability study.
  - (5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:
    - (i) The process is in a state of statistical control using SPC control chart methods.
    - (ii) Variable data: for Critical characteristics a CPK  $\geq$  2.00 (or equivalent capability) is achieved; for Major characteristics a CPK  $\geq$  1.33 (or equivalent capability) is achieved.
    - (iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major characteristics a process average of 99.9937% of the product conforming to the specification.
- (c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.
- (d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.
- (e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

[End of Clause]

|   |                        |  |          |
|---|------------------------|--|----------|
| 65  | 52.246-4025<br>(TACOM) | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM<br>REQUIREMENT | MAR/2000 |
| (a) This solicitation will result in a purchase order that will require the contractor to use a quality-assurance system to ensure the quality of the purchased items.  |                        |  |          |
| (b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. Paragraph f (below) asks you to identify what quality-assurance system you will use.   |                        |  |          |
| (1) If you indicate that your quality system conforms to one of the ISO 9000-series standards, or to QS 9000, or to ANSI/ASQ 9001 or 9002, this is a sufficient description: you need not further describe your quality system in your response to the solicitation.  |                        |  |          |
| (2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting order. This is of particular importance if your proposed |                        |  |          |

|  |  |   |
|--|--|---|
| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-Q-0633      MOD/AMD</p> | <p style="text-align: center;"><b>Page 38 of 40</b></p> |
|--|--|---|

**Name of Offeror or Contractor:**

system is unique, using quality control methods and techniques that your company has developed in-house. (Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858, MIL-I-45208, or another comparable military specification or standard, you don't need to send us a copy of the standard: just identify which standard you intend to use).

- (3) If you provide a description of your quality system, make sure that your description covers how your system:
  - achieves defect prevention, and
  - provides process control, and
  - ensures adequate quality controls throughout all areas of performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for award.

(e) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of performance.

(f) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- ☐ ISO 9001
- ☐ ISO 9002
- ☐ QS 9000
- ☐ ANSI/ASQ Q9001
- ☐ ANSI/ASQ Q9001
- ☐ Other, specifically \_\_\_\_\_

(Note: if you check the other block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word other, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive an award, your proposed system will be required.)

(g) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(h) At any point during performance, we have the right to review your quality system to assess its effectiveness in meeting requirements.

[End of Clause]

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:  
DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7326 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-Q-0633 <b>MOD/AMD</b> | <b>Page 39 of 40</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

(d) When the final DD 250 has been submitted, the contractor shall send a letter, with a copy of the DD250, indicating that the last DD 250 has been submitted and transmit it to the Government using one of the following methods:

- (1) Our first preference is for you to send the letter to the DD250 mailbox at [DD250@tacom.army.mil](mailto:DD250@tacom.army.mil) AND the Contract Specialist's email (located on the first page of your contract in block 5).
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 874-7552 and use DD250 mailbox and Contract Specialists name in the to: block of your fax cover or header sheet.

[End of Clause]

67            52.247-4016            HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS            JUL/2002  
(TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

68            52.247-4458            GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION            SEP/2000  
(TACOM)

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length\_\_\_\_\_ x Width\_\_\_\_\_ x Depth \_\_\_\_\_(expressed in inches)/Weight expressed in \_\_\_\_\_ pounds

(2) Shipping Container:

(i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

Length, \_\_\_\_\_ x Width, \_\_\_\_\_ x Height,\_\_\_\_\_ (expressed in feet and inches)

(ii) Number of unit packages per shipping container \_\_\_\_\_ each

(iii) Gross weight of Shipping container and contents \_\_\_\_\_ Lbs.

(3) Unitized Loads:

|                           |  |                             |
|---------------------------|--|-----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-04-Q-0633 <b>MOD/AMD</b> | <b>Page</b> 40 <b>of</b> 40 |
|---------------------------|--|-----------------------------|

**Name of Offeror or Contractor:**

- (i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [ ] No [ ]; describe: \_\_\_\_\_.
- (ii) Number of Shipping containers per pallet/skid \_\_\_\_\_ each.
- (iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials \_\_\_\_\_ Lbs
- (iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:  
  
Length, \_\_\_\_\_ x Width, \_\_\_\_\_ x Height,\_\_\_\_\_ (expressed in feet and inches)
- (v) Gross Weight of Unit Load \_\_\_\_\_ Lbs;

[End of Clause]